The lower Court should first determine on evidence the question of fact whether the promissory note was executed in the Straits Settlements or in the Federated Malay States. If the execution was in the Federated Malay States then ruling (a) above applies. If the execution of the promissory note was in the Straits Settlements then the Magistrate must determine the further question of fact as to where it was payable. This, where not expressed, is a question of fact as to the intention of the parties to be deduced from a consideration of the relevant evidence. Then according to the finding of this fact either (b) or (c) above is to be applied.

Order accordingly.

[APPELLATE CIVIL JURISDICTION]
MURRAY-AYNSLEY, J.
July 31, 1939.

PHEE CHUNG SAN v. LIM GIOK.

[PERAK CIVIL APPEAL No. 14 of 1939]

Labour Code (Cap. 154) S. 54(i)—"domestic servant".

A cook in the employ of a kongsi is a "domestic servant" within the meaning of section 54 (i) of the Labour Code and as such is entitled to 14 days' notice of intention to terminate his employment.

APPEAL to the Supreme Court from the decision of the Protector of Chinese, Ipoh, in Ipoh Labour Case No. 124 of 1938.

K. C. Chan, for Appellant.

Respondent, unrepresented.

Murray-Aynsley, J.—The only point in this appeal that calls for comment is the question whether the Respondent is a "domestic servant" for the purposes of Section 54(i) of the Labour Code.

There is a partial definition of "domestic servant" in Section 2 of the Code in the form "domestic servant"

> "includes....and other house, stable or garden servants employed in or in connection with, the domestic services of any public or private dwelling-house or eating-house".

This includes certain persons who would not be included in the classification according to English Law, but in the case of those who are employed in services strictly domestic the position appears to be the same as in England in that persons performing these services are domestic servants although they are not working in a private household but in a hotel, club, or restaurant.

The Respondent in this case is a cook in a kongsi. There is not much in the evidence to explain the nature of this particular kongsi, but I consider that the Respondent is a domestic servant and only entitled to 14 days notice. The amount awarded by the Controller is therefore reduced by $8.00.

No order as to costs.

Appeal allowed.

[ORIGINAL CIVIL JURISDICTION]
MURRAY-AYNSLEY, J.
October 2, 1939.

PHAN KIN THIN v. PHAN KUON YUNG.

[PERAK ORIGINATING SUMMONS No. 246 of 1939]

Will—construction—bequest for "Chin Shong" (ancestral worship)—validity.

A bequest for "Chin Shong" (ancestral worship) is a good gift provided that it is so drawn that infringement of the rule against perpetuities is avoided.

Re Yap Kwan Seng, 4 F.M.S.L.R. 313 referred to and considered.

ORIGINATING SUMMONS.

The principal question propounded before the Court was, whether a gift of shares of a Chinese testator's estate for his father's *Chin Shong* was a good bequest.

Cases referred to:—

(1) *Low Cheng Soon & Others v. Low Chin Piow & Another,* 1 M.L.J. 15.

(2) *Bourne v. Keane,* 1919 A.C. 815.

(3) *Re Yap Kwan Seng,* 4 F.M.S.L.R. 313.

(4) *Yeap Cheah Neo v. Ong Cheng Neo,* L.R. 6 P.C. 382.

(5) *Choa Choon Neoh v. Spottiswoode,* 1 Kyshe 216.

(6) *West v. Shuttleworth,* 2 M. & K. 684.

Mervyn Farr for the applicant. The will took effect as from the date of the death of deceased, which was the 29th January 1929.

On the 29th January 1929, the Perak Order in Council was in full force and effect, and Chinese law and custom was recognised in the F.M.S. (vide Recognition of Chinese Laws Order in Council No. 23/1893 *Voules* Volume 1 page 610).

This Order was repeated by Enactment No. 12/1929, known as The Distribution Enactment 1929, in August 1929.